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November 14, 2017

Ms. Jocelyn Boyd Chief Clerk and Administrator South Carolina Public Service Commission Synergy Business Park, The Saluda Building 101 Executive Center Drive Columbia, South Carolina 29210

Re:

Lockhart Power Company -

Updated Service Regulations

Dear Ms. Boyd:

Attached for filing on behalf of Lockhart Power Company ("LPC"), please find LPC's Updated Service Regulations.

A copy of LPC's Updated Service Regulations is also being sent by email to <a href="mailto:etariff@psc.sc.gov">etariff@psc.sc.gov</a> to be included in the Commission's ETariff system.

Lockhart has coordinated these proposed Regulations with ORS prior to this filing.

Please do not hesitate to contact me if you have any questions about this filing.

Very truly yours,

McNAIR LAW FIRM, P.A.

M. John Bowe

MJB:khh

Enclosure

1693840v1

cc: Jeffrey M. Nelson, Esq.

Dawn Hipp

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BLUFFTON CHARLESTON CHARLOTTE COLUMBIA GREENVILLE HILTON HEAD MYRTLE BEACH



ORIGINAL ISSUANCE: May 1, 1973

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REVISIONS BY: Business Controller, Lockhart SC

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### 1. DEFINITION OF TERMS

#### **ACCOUNT**

The term "Account" shall mean and refer to an established relationship between an Applicant and the Company.

### ACCOUNT HOLDER

The term "Account Holder" shall mean and refer to users and /or prospective users of the Company's services.

#### APPLICANT

The term "Applicant" shall mean and refer to any party who completes an Electric Service Application and requests to receive Electric Service from Lockhart Power Company.

#### **COMMISSION**

The term "Commission" shall mean and refer to the South Carolina Public Service Commission.

#### **COMPANY**

As used herein, the term "Company" shall mean and refer to Lockhart Power Company.

#### ELECTRIC SERVICE

The term "Electric Service" shall mean and refer to the providing of electricity to a qualified Account Holder by the Company.



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### 2. PURPOSE

For the mutual protection of the Company and the Account Holder and for the purpose of rendering impartial and satisfactory services, the Company's Service Regulations are hereby amended, effective October 17, 2017, to read as follows, and as so amended are hereby incorporated by reference into and made a part of all contracts or agreements between the Company and its Account Holders for Electric Service and are hereby submitted to and filed with the Commission. The Rules and Regulations of the Commission are made a part of these regulations of the Company as effectually as if fully set forth herein.



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## 3. AGREEMENTS

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### 3. AGREEMENTS

#### 3.1 GENERAL

Electric service will be supplied under (a) the Company's standard form of application (Electric Service Application) or contract, (b) the applicable rate schedule or schedules, and (c) theses Service Regulations except insofar as provision is otherwise made in any particular rate schedule or contract on file with and approved by the Commission; and the Company shall not be required to supply service unless and until such agreement is executed by the Account Holder and the Company, it being understood and agreed that no promise, statement, or representation by an agent, employee, or other person shall be binding upon the Company unless same be in writing and attached to and made a part of the agreement.

#### 3.2 AGREEMENT PERSONAL

The rights which accrue to the Account Holder under any agreement are personal and shall not be transferred or assigned by the Account Holder without the written consent of the Company.

### 3.3 VACATED PREMISES

The Account Holder will notify the Company before quitting or vacating the premises served under the agreement as herein provided, and will pay upon presentation all bills due under all agreements or contracts.



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#### 4. DEPOSITS

Since an accumulation of unpaid bills would tend toward higher rates for all Account Holders, the Company may, before commencement of service or at any subsequent time, require a deposit that shall be a maximum amount equal up to an amount equal to an estimated two months (sixty days) bill for a new Account Holder or a maximum deposit may be required up to an amount equal to the total actual bills of the highest two consecutive months based on the experience of the preceding twelve months or portion of the year, if on a seasonal basis. All deposits may be subject to review based on the actual experience of the Account Holder. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and payment habits of the Account Holder.

Interest will be paid on deposits in accordance with the Rule 103-333 of the South Carolina Public Service Commission's Rules and Regulations. The Company may refund a deposit at any time and, when service is disconnected, shall endeavor to locate the Account Holder and refund the deposit, together with any accumulated interest, less any unpaid bills. However, deposits shall cease to bear interest when service is discontinued and the Company has tendered or endeavored to tender to the Account Holder the amount due him or her.



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## 5. ACCOUNT HOLDER'S WIRING AND EQUIPMENT

#### 5.1 GENERAL

Equipment that will operate in one locality may be useless in another due to differences in voltage, phase or frequency of Electric Service; therefore, before wiring any premises or purchasing equipment, the Account Holder shall give the Company notice, and shall ascertain the character of service available at such premises. The Company may specify the voltage and type of Electric Service to be furnished, also the location of the meter and the point where the service connection shall be made.

All the Account Holder's wiring and equipment must be installed and maintained in accordance with the requirements of the local municipal, county, and state authorities; otherwise the Company may refuse to connect service to such Account Holder, or may discontinue service to same. The Account Holder shall keep in repair all such wiring and equipment to the point of connection with the facilities of the Company.

## 5.2 CHANGES IN ACCOUNT HOLDER'S WIRING AND EQUIPMENT

The Account Holder shall not employ or utilize, without the written consent of the Company, any equipment, appliance or device, or permit the continuation of any condition, which tends to create any hazard or otherwise to affect adversely the Company's service to such Account Holder or to others. When polyphase Electric Service is used by any Account Holder, the Account Holder shall control the use service so that the load will be maintained in reasonable electrical balance between the phases at the point of delivery.

The Account Holder shall give the Company reasonable notice in writing of any anticipated increase in demand exceeding 20 kilowatts (kW) or ten percent (10%) of former demand, whichever is greater, and stating the approximate excess and date required. If, in the opinion of the Company, the unexpired term of the agreement is sufficient to justify the additional investment required, the Company will endeavor to provide additional capacity for any increase so requested by the Account Holder within ninety (90) days of said notice. The Company will extend its facilities and change the point of delivery only when the investment required is warranted by the anticipated revenue and when such extension is permissible and feasible.



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## 6. ACCESS TO ACCOUNT HOLDER'S PREMISES

The Company shall at all reasonable times, have the right of ingress to and egress from the premises of the Account Holder, for any and all purposes connected with the delivery of service, or the exercise of any and all rights under the agreement.



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### 7. RIGHT OF WAY

The Account Holder shall at all times furnish the Company a satisfactory and lawful right of way over his or her premises for the Company's lines and apparatus necessary or incidental to the furnishing of service, and shall also furnish satisfactory shelter for meters and other apparatus of the Company installed on the premises, except where the Company elects to install such equipment outdoors.

The Company may change the location of the right of way upon request of the Account Holder, but the Account Holder must bear the expense of the change and the change will not be made where it will interfere with or jeopardize the Company's service, either to the Account Holder requesting the change, or to any other Account Holder(s). All privileges of the Company incident to the original location shall apply to the new location.

The obligation of the Company to supply service is dependent upon the Company securing and retaining all necessary rights-of-way, privileges, franchises, or permits, for the delivery of such service, and the Company shall not be liable to the Account Holder for any failure to deliver service because of the Company's inability to secure or retain such rights-of-way, privileges, franchises, or permits.



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### 8. SERVICE CONNECTIONS

#### 8.1 GENERAL

With respect to Electric Service, the Company will make the necessary connections from its lines to the wire entrance of the Account Holder's premises, except where otherwise agreed upon between Company and the Account Holder, such connection point to be at a location convenient to the lines of the Company. If for any reason the Company is required to extend its wires around a building or other obstruction, to connect with the Account Holder's wire entrance, creating an extra cost of connection, such extra cost shall be borne by the Account Holder. Where service wires are to be run into any place or apparatus other than a building erected above ground level, the connection will be made by the Company upon the Company's pole, and shall be installed and maintained from said point by and at the expense of the Account Holder.

After a service connection has been made it may be changed by the Company upon request of the Account Holder, but the Account Holder must bear the expense of the change and the change will not be made where it will interfere with or jeopardize the Company's service either to the Account Holder desiring the change or to any other Account Holder(s).

The Company shall have the right to decline to make any connection or furnish any service to any Account Holder or any member of his or her immediate family or any person living in his or her household, as long as any past due bill of said Account Holder for services furnished at the same or any other location remains unpaid.

#### 8.2 OWNERSHIP OF EQUIPMENT

All underground conduits, inside work and equipment, switches, fuses, circuit breakers, meter loops, and service lines and wire from the point of connection with the Company's service shall be installed and maintained by and at the expense of the Account Holder. All equipment furnished by the Company shall be and remain the property of the Company.



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#### 9. METERS

#### 9.1 GENERAL

The Company will furnish all necessary meters and the Account Holder will provide a location for same. The Company reserves the right to designate where the meter shall be located or relocated on the premises. When a meter is moved from one location to another, all expense in connection with such removal shall be borne by the Company except where the removal is at the request of the Account Holder, in which case the expense will be borne by him or her.

#### 9.2 OUTSIDE METER

The Company will endeavor to locate any outdoor meter at a place or point satisfactory to the Account Holder but final determination will have to be made by the Company, subject to practical engineering usage, with reference to the poles, wires, transformers, and delivery point in use or to be used in supplying the Account Holder.

The Company shall have the right, at its option and at its own expense, to place demand meters, volt meters, or other instruments on the premises of the Account Holder for the purpose of making tests with respect to the Account Holder's service.

#### 9.3 FAILURE OR INACCURACY OF METER

In case of the failure or inaccuracy of a meter the Account Holder's bills for the period of such failure or inaccuracy, not to exceed sixty (60) days prior to the last meter reading by the Company, shall be calculated as provided in the rules and regulations issued by the Commission.



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#### 10. BILLS

#### 10.1 BILLS DUE WHERE NO NOTICE RECEIVED

Meters will be read and bills rendered monthly. The Company will endeavor to deliver to the Account Holder by mail or messenger a monthly statement or amount due the Company by the Account Holder.

All bills are due and payable at the offices of the Company or its authorized collectors during regular business hours, within fifteen (15) days from the date of the bill. Bills may also be paid online via a link from the Company website. A late payment charge of one and one half percent ( $1\frac{1}{2}$ %) will be added to any unpaid balance brought forward from the previous billing date within twenty-five (25) days of the billing date to cover the cost of collection and carrying accounts in arrears.

Failure to receive a statement which has been properly mailed or hand-delivered will not entitle the Account Holder to any delay in paying the amount due beyond the date when the bill is due and payable.

The word "month" as used herein, and as used in the rate schedule of the Company, shall be construed to mean the period of time between the regular meter readings by the Company, said readings to be taken each month, or at intervals of approximately thirty (30) days.

#### 10.2 BILLS DUE WHERE METER IS NOT READ

Where a meter, for any reason, is not read at the regular reading time, the Company may estimate the amount of service used with reference to the Account Holder's normal consumption, and make any adjustment which may be necessary in the bill rendered when the meter is next read. Or the Company may, in such event, render the Account Holder a bill for the minimum charge, said charge to be credited to the Account Holder when the meter is read and bills computed for thirty (30) day intervals.

#### 10.3 OFFSETS AGAINST BILLS

No claim or demand which the Account Holder may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the



Account Holder for services rendered, and all such sums shall be paid in accordance with the agreement regardless of such claim or demand.

## SERVICE REGULATIONS

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## 11. RESPONSIBILITY BEYOND DELIVERY POINT

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## 11. RESPONSIBILITY BEYOND DELIVERY POINT

### 11.1 GENERAL

It is understood and agreed that the Company is merely furnisher of electricity, deliverable at the point where it passes from the Company's wires to the service wires of the Account Holder, or through the divisional switch separating the Account Holder's wires and equipment from the Company's wires and equipment, where such a switch is installed; and the Company shall not be responsible for any damage or injury to the buildings, motors, apparatus or other property of the Account Holder due to lightning, defects in wiring or other electrical installations, defective equipment or other causes not due to the negligence of the Company. The Company shall not be in any way responsible for the transmission, use or control of the electricity beyond the delivery point, and shall not be liable for any damage or injury to any person or property whatsoever, or death of any person or persons arising, accruing, or resulting in any manner, from the receiving or use of said electricity.

#### 11.2 INTERFERENCE WITH COMPANY PROPERTY

The Account Holder shall not interfere with, or alter, the Company's meters, seals, or other property, or permit the same to be done by others than the Company's authorized agent or employee. Damage caused or permitted by the Account Holder to said property shall be paid for by the Account Holder.



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### 12. RESALE SERVICE

The contract is made and electricity is sold and delivered upon the express condition that the Account Holder shall not directly or indirectly sell or resell, assign, or otherwise dispose of the electricity, or any part thereof, to any person, firm or corporation, except where service is supplied under a contract specifically providing for resale.

Under no circumstances will the Company supply electricity for resale in competition with the Company.



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## 13. FOREIGN ELECTRICITY

The Account Holder shall not use the Company's Electric Service parallel with other Electric Service; nor shall other Electric Service be introduced on the premises of the Account Holder for use in conjunction with or as a supplement to the Company's Electric Service, without the written consent of the Company.



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## 14. FAILURE OF SERVICE

In the event of failure or interruption of service, the Company shall use all reasonable diligence to remove the cause or causes thereof, but the Company shall not be liable for any loss or damage resulting from such failure or interruption due to accidents or causes beyond its control.



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## 15. DISCONTINUANCE OF SERVICE

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### 15. DISCONTINUANCE OF SERVICE

#### 15.1 GENERAL

The Company shall have the right to suspend or discontinue its service as provided in the Rules and Regulations, issued by the Commission, regulating the service of electric utilities; provided, however, that in the event an Account Holder is mailed a "Cut Off Notice" due to non-payment of a bill and if at the expiration of the time limited in said notice such bill remains unpaid, a Company employee will be sent to the Account Holder's premises for the purpose of discontinuing the service.

### 15.2 REMOVAL OF EQUIPMENT

And in the event of such discontinuation of service or expiration of this contract, then it shall be lawful for the Company, at its discretion, to remove its meters, apparatus, appliance, fixtures, or other property.

#### 15.3 WAIVER OF DEFAULT

Any delay or omission on the part of the Company to exercise its rights to discontinue or suspend service, or the acceptance of a part of any amount due, shall not be deemed a waiver by the Company of such right so long as any default in whole or in part or breach of contract on the part of the Account Holder shall continue, and whenever and as often as any default or breach of contract shall occur.

#### 15.4 RECONNECT FEE

In case of discontinuance of service for any reason except repairs or other necessary work by the Company, the Account Holder shall pay the Company a reconnect fee of \$30.00 if payment is made during business hours or \$100.00 if payment is made after hours before service will be restored. This reconnect fee will help the Company to defray the cost of discontinuing and reconnecting the service. Where the service has been discontinued for any reason except for repairs or other necessary work by the Company, the Company shall have the right to refuse service at the same premises to any other applicant who is a member of the family of the former Account Holder or who resides with the former Account Holder on said premises until all past-due bills have been paid.



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#### 16. UNAVOIDABLE CESSATION OF CONSUMPTION

In the event the Account Holder's premises are destroyed by fire or other casualty, or the operation of a plant is shut down due to strike, fire, or other cause beyond the Account Holder's control, making a complete cessation of the use of service necessary, then upon written notice by the Account Holder to the Company, within thirty (30) days thereafter, advising that the Account Holder intends to resume service as soon as possible, any minimum charge or guarantee for which the Account Holder may be liable will be waived during the period of such cessation, and the term of the contract shall be extended for a corresponding period, otherwise the agreement for service shall terminate at 12 midnight on the 30th day following cessation of operations and the Account Holder shall be billed any minimum charge which may accrue under his or her contract.



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## 17. COPIES AVAILABLE TO ACCOUNT HOLDERS

Forms of application (Electric Service Application) or contract, schedules of rates and copies of Service Regulations are available at the various offices of the Company and its authorized collectors and will be furnished to the Account Holder upon request. Schedules of rates are also available by visiting the Company website.



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## 18. CHANGES IN AGREEMENTS, SCHEDULES, AND REGULATIONS

All agreements and contracts for service between the Company and its Account Holders, including the rate schedules and these Service Regulations, are subject to such changes and modifications as from time to time may be made in the same and approved by the Commission, or otherwise imposed by lawful authority.



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## 19. TYPES OF SERVICE AND RATE SCHEDULES

The types of service supplied and the schedules applicable thereto are as follows:

Residential Service S	Schedule R
Residential All Electric Service S	Schedule RA
Residential Solar R	Rider RS
General Service Commercial S	Schedule C3
General Service All Electric S	Schedule GA
Industrial Service S	Schedule I
Extra Facilities S	Schedule EF
Outdoor Lighting S	chedule OL
Street Lighting S	Schedule SL
Power Adjustment Clause S	Schedule O
Interruptible Power Service S	Schedule IS-1
Pacolet Mills Tariff T	Cariff PM